Be a Butterballer
Official Rules

• NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.
• VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED BY LAW.
• ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. ELIGIBILITY: The Be a Butterballer contest ("Contest") is open only to individuals who are legal residents of and physically located in one (1) of the forty-eight (48) contiguous United States or the District of Columbia, and who are at least eighteen (18) years of age or older at the time of entry and who are members of a non-professional, amateur sports team comprised of people eighteen (18) years or older (or such older age as maybe required by the entrant’s state of residence) only. Employees, officers and directors of Butterball, LLC ("Sponsor"), VMLY&R, Realtime Media LLC ("Administrator"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Contest Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

2. TIMING:

Contest Entry Period: The Contest begins on or about 10:00 a.m. Eastern Time (“ET”) on June 29, 2023 and ends at 11:59 p.m. ET on July 27, 2023 (the “Entry Period”). The designated computer clock of the Administrator is the official time-keeping device in the Contest.

Winner Announcement: The Grand Prize Winner (defined below) will be announced on or about August 10, 2023.

3. HOW TO ENTER: During the Entry Period, visit the Contest website at BeaButterballer.com (the “Contest Website”) and follow the links and instructions to complete and submit the entry form including your full name, home address (no P.O. Boxes), phone number and email address, and related registration information as prompted. Then, follow the links and instructions to write a short essay or story of how you and your teammates came together or what you accomplish through the strength of togetherness and why you should become the next official Butterballers by making a difference in your community. Then, upload a photo of your team or members of the team that represents either the team or the difference you are making together. You must have express permission from anyone who appears recognizably in the photo to use their image as part of this Contest. You may blur or obscure the images of anyone from whom you do not have permission. The photo must be taken by the entrant or by someone else on the team who holds the copyright in the photo and who has given permission to use the photo for this Contest. Together, your story and photo are
Your “Submission.” For purposes of this Contest, a Submission is an essay and a photograph file that follows the technical, creative, and legal requirements disclosed on the Contest Website and elsewhere in these Official Rules, including, without limitation, the Content Guidelines (defined below).

Limit of one (1) Submission per person or per team for the Contest. A Submission may, in Sponsor’s sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Contest Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All entries become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the entrant.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. SUBMISSION CONTENT GUIDELINES: Submissions that do not meet the following “Content Guidelines” are subject to disqualification and/or removal from the Contest Website (if applicable), each at Sponsor’s sole and absolute discretion, so read and follow these Content Guidelines:

- Submissions must be submitted in the English language.
- Any photograph submitted as part of a Submission must be in one of the following file formats: .JPG, .PNG and .GIF, and cannot exceed 10MB.
- Any essay/story submitted as part of a Submission may be no longer than 1,000 characters in length.
- Submissions must comply with these Official Rules and any Terms of Use posted on the Contest Website and meet all specifications or requirements called for on the Contest Website and other advertising for the Contest.
- During the Entry Period, Submissions cannot be displayed or distributed except by Sponsor, and you must maintain all rights, without third-party obligations, to transfer your Submission to Sponsor if you are selected as the winner.
- Except for materials that are in the public domain and team photos taken on behalf of a team by someone on the team who has the copyright in the photo and who has provided express permission for the photo to be used in this Contest, each Submission, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum.
• Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.

• Except for materials in the public domain, Submissions must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others’ rights and any use of materials that infringe third-party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likenesses or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Submission and grant the rights herein granted to Sponsor. Submissions that contain brand names, trademarks or company logos are subject to disqualification.

• Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Contest Website such as viruses, Trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor’s sole and absolute discretion).

• Submissions should not reveal any personal information about another individual, including another person’s address, phone number, email address, credit card number or any information that may be used to track, contact, or impersonate that individual.

• Entrant must have express permission from any individuals that appear in his or her Submission to submit their photo for purposes of entering the Contest and be able to provide proof of such permission to Sponsor, if requested.

• No background artwork should appear in the Submission unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Submission must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.

• Entrants must not submit a Submission that, if selected, cannot be assigned to Sponsor as contemplated below.

5. LICENSE TO SUBMISSIONS: Entrant, upon submission of his or her Submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and online systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrants or any third party, except for the awarding of the prize to the Winner in this Contest. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of the Submission, and they shall maintain all rights without encumbrances so that, if Sponsor desires, entrants can assign all rights in
and to Submission if selected as a winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Submission, to assign or transfer any or all of Sponsor’s granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsor will have the right to use the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all “moral rights (droit moral)” now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as the winner, Sponsor may request that the entrant’s Submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Declaration (defined below) (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Submissions submitted. All Submissions that are posted on the Contest Website or elsewhere are available to be viewed by anyone with access to the Internet.

Each entrant acknowledges that Submissions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their Submissions that may have familiarities or similarities to his/her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Submissions and there is no obligation for any Contest Party to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Submissions are not confidential and the Contest Parties’ only obligations to entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

6. REPRESENTATIONS AND WARRANTIES: By entering the Contest, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that his or her Submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Submissions) are wholly original with such entrant and are not a copy or imitation of any other material or entrant has all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and that he or she has complied and has obtained all permissions, licenses and consents that are necessary for the submission of the Submission and the use of the Submission and to verify compliance with the foregoing requirements. Entrant agrees to provide to Sponsor at Sponsor’s request
copies of all such permissions, licenses and consents. Sponsor reserves the right, in its sole discretion, to disqualify and/or not to post on Contest Website any Submission that Sponsor determines does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant, or to require the entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission, or any images, text and materials depicted therein, to any other third party. Further, entrant represents and warrants that Sponsor’s use of any Submission, including any images, text and materials depicted therein, shall not violate an agreement to which such entrant has signed. Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Contest activities.

7. **JUDGING/DETERMINING THE WINNER:** After the end of the Entry Period, a panel of qualified judges, determined by Sponsor, in its sole discretion, will score each Submission up to the maximum number of points allowed. Judges will review and judge all eligible Submissions based on the following judging criteria (“Judging Criteria”):

- How does the team create community and/or respond to a community need (30%)
- How does the team help pass love on (Butterball’s purpose) or fulfill the team’s purpose beyond competition/contribute to the greater good of society (30%)
- Uniqueness of the team’s story or reason for gathering beyond sports (30%)
- Submission is clear and well-written (10%)

Submissions that do not contain all required entry information or are considered inappropriate for any reason are not eligible. The Submission with the highest score from the judges will be deemed the potential Grand Prize “Winner”. In the event of a tie between two or more Submissions, the Submission with the highest score for Team Creating Community and Responding to Community Need will be the winner of the tie. If a tie remains, an additional “tie-breaking” judge will be brought in to evaluate the tied Submissions, based on the Judging Criteria above. Sponsor reserves the right not to award the Grand Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Prize award is subject to verification of eligibility and compliance with these Official Rules.

8. **WINNER NOTIFICATION:** The potential prize winner will be notified using the information provided during entry by any of email, telephone, or mail, (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after selection of winner. The Contest Parties are not responsible for are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant’s email or other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call, or two (2) days after mailing. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit the prize and an alternate winner may be selected from among all remaining eligible Submissions, using the judging process above. As part of the winner notification process, the potential winner will be required to complete and submit a prize redemption form (“Redemption Form”) and a declaration of eligibility/release of liability/prize acceptance agreement (“Declaration”), within seven (7) days of date of notification as a condition of receiving the prize. If any potential prize winner fails or refuses to sign and return the Redemption Form and/or the Declaration within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the prize will remain un-awarded. A potential winner becomes a “Winner” only after verification of eligibility by Sponsor.
No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winner of the advertised number of prizes available may be selected by judging the Submissions of all persons making purportedly valid claims for such prize. Inclusion in such process shall be each entrant’s sole and exclusive remedy under such circumstances. The Contest Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

9. PRIZE/PRIZE RESTRICTIONS: The prize to be awarded in this Contest is:

ONE (1) GRAND PRIZE: A prize package of Butterball-branded items, coupons and sports equipment including water bottles, hats and bags for winner and winner’s teammates. Approximate Retail Value (“ARV”) of this portion of the Grand Prize is: $1,000. Sponsor will also make a $15,000 donation directly to the 501(c)(3) organization of winner’s choice, subject to approval by Sponsor. (ARV of donation is $15,000.)

Prize(s) are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor’s sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize details and availability are subject to change and prize provider’s rules and restrictions, and in the event that Sponsor is unable to provide the Winner with his or her prize(s), the Sponsor may elect to provide Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARVs of the prizes is based on available information provided to Sponsor and the value of any prize awarded to Winner will be reported for tax purposes as required by law. The Winner will be required to provide Sponsor with a valid social security number before the prize(s) will be awarded, for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner, for the actual value of the prize(s) received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the Winner because of an incorrect or changed address. If a Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The total ARV of all of the prizes awarded in this Contest is $1,000 plus a $5,000 donation on winner’s behalf for a total available of $6,000. Winner will not be eligible to claim a tax deduction for the charitable donation, which will be paid directly to the charity. The Contest Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material. Prizes will be fulfilled approximately four (4) to six (6) weeks after the Contest has ended and winner has been confirmed.

10. GENERAL: Subject to applicable law, each Winner hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the Winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the
failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Contest Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

11. CONDUCT: The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Contest, or to be acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Contest Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

12. WAIVERS AND DISCLAIMERS: The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Submissions, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries, Submissions or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or any website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person’s computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties
will award the prizes from among all non-suspect, eligible entries received for the Contest up to the time of such action.

13. RELEASES: All entrants, as a condition of participation in this Contest, agree to release, discharge, indemnify and hold harmless and indemnify the Contest Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, “Released Parties”) from and against any and all liability, claims, costs (including attorneys’ fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties’ violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant’s registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.

14. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS ($10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS ($10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS’ REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of North Carolina, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator’s decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of North Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable.
or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in the State of North Carolina. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

16. ENTRY INFORMATION AND CONTEST COMMUNICATIONS: As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest Winner’s list. By participating in the Contest, entrant agrees to all of the terms and conditions of the Sponsor’s Privacy Policy, which is available at https://www.butterball.com/privacy-policy. In the event of any discrepancy between the Sponsor’s Privacy Policy and these Official Rules, these Official Rules shall control and govern.

17. NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

18. DATES & DEADLINES/ANTICIPATED NUMBER OF PARTICIPANTS: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

19. FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then entrant agrees to sign the same upon Sponsor’s request therefor.

20. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor’s failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.

21. WINNER LIST: To receive the list of the prize winner, send a #10 self-addressed, stamped envelope for receipt by October 10, 2023 to: Be a Butterballer - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428.

22. SPONSOR: Butterball, LLC, 1 Butterball Lane, Garner, NC 27529. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.